

FORM OF CONTRACT

Provision for purchase of Illumina bespoke (OEM) reagents - (Contract ref: ECM 6648)

This Contract is made between:

The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England of 133-155 Waterloo Road, London, SE1 BUG (the "Authority")

and

Illumina Cambridge Ltd of 19 Granta Park, Great Abington, Cambridgeshire CB21 6DF (the "Supplier") Companies House No. 03625145.

The following is agreed:

1. The Contract is made up of the following documents:
 - (a) this Form of Contract;
 - (b) Schedule 1: Optional Provisions, if any;
 - (c) Appendix A: Call-off Terms and Conditions for the Supply of Goods (August 2014);
 - (d) Appendix B: Agreed Addendum containing agreed amendments to Appendix A;
 - (e) Schedule 2: General Terms and Conditions;
 - (f) Schedule 7: Commercial Schedule;
 - (g) Schedule 3: Information Governance Provisions (save for any provisions related to Data Protection due to non-relevance with the subject matter of this Contract being consumables/reagents only);
 - (h) Schedule 4: Definitions and Interpretations;
 - (i) the order in which all subsequent schedules appear, if any;

U) any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract"). For clarity, any reference to framework agreement within Appendix A and B above, shall be understood as referring to the present Contract, which is not related to any framework, but it is intended to operate as a stand-alone contract for the below listed reagents.

2. If there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).

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3. The Contract will commence on **20/11/2019** (the "Commencement Date") and shall expire **two years** from the Commencement Date.
4. The Term may be extended by **one** year in accordance with Clause 15.2 of Schedule 2 provided that the total duration of this Contract shall be no longer than **three** years in total.
5. The value of this contract shall be no more than **£2,859,042** ex VAT

Schedule 1

Optional Provisions

These optional provisions and Schedules shall only apply to the Contract where they have been checked and any information required is completed.

D 1: Installation and Commissioning Services

The Supplier shall provide the Installation and Commissioning Services in accordance with the terms set out in Schedule 5.

D 2: Maintenance Services

The Supplier shall provide the Maintenance Services in accordance with the terms set out in Schedule 6.

D 3: Time of the essence

Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4(i) of Schedule 2.

D 4: Quality assurance standards

The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: [insert standards].

D 5: Supplier as Data Processor

The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that paragraph 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

D 6: Guarantee

Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Optional Provision shall be an irremediable breach of this Contract.

D 7: Purchase Orders

The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

D 8: Termination for convenience

8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on [one (1)/three (3)/six (6) months'] written notice. [Such notice shall not be served within [one (1)] year of the Commencement Date].

8.2 [Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule [insert schedule number].

D 9: Right to terminate following a specified number of material breaches

Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

D Extra Optional Provisions

PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

Schedule 7

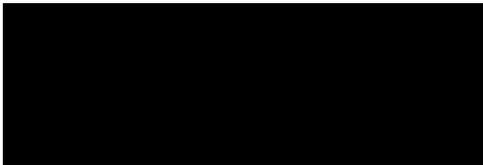
Commercial Schedule

| Product Code | Description | 20/11/19- 19/11/20 Proposed Pricing | 20/11/20- 19/11/21 Proposed Pricing |
|--------------|---|---|---|
| 20021533 | iSeq 100 il Reagent | | |
| 20021534 | iSeq 100 il Reagent 4 pack | | |
| FC-420-1004 | MiniSeq Mid Output Kit (300-cycles) | | |
| FC-420-1001 | MiniSeq High Output Reagent Kit (75-cycles) | | |
| FC-420-1002 | MiniSeq High Output Reagent Kit (150-cycles) | | |
| FC-420-1003 | MiniSeq High Output Reagent Kit (300-cycles) | | |
| MS-102-9999 | M iSeq® Disposable Wash Tubes | | |
| MS-103-1003 | M iSeq® Reagent Nano Kit v2 (500 Cycles) | | |
| MS-103-1002 | M iSeq® Reagent Micro Kit v2 (300 Cycles) | | |
| MS-103-1001 | M iSeq® Reagent Nano Kit v2 (300 Cycles) | | |
| MS-102-3003 | M iSeq® Reagent Kit v3 (600 cycle) | | |
| MS-102-3001 | M iSeq® Reagent Kit v3 (150 cycle) | | |
| MS-102-2023 | M iSeq® Reagent Kit v2 (500 cycle) - 20 pack | | |
| M S-102-2022 | M iSeq® Reagent Kit v2 (300 cycle) - 20 pack | | |
| MS-102-2021 | M iSeq® Reagent Kit v2 (50 cycle) - 20 pack | | |
| MS-102-2003 | M iSeq® Reagent Kit v2 (500 cycle) | | |
| MS-102-2002 | M iSeq® Reagent Kit v2 (300 cycle) | | |
| MS-102-2001 | M iSeq® Reagent Kit v2 (SO cycle) | | |
| FC-404-2001 | NextSeq®500/550 Mid Output Kit v2 (150 cycles) | | |
| FC-404-2003 | NextSeq® 500/550 Mid Output Kit v2 (300 cycles) | | |
| FC-404-2005 | NextSeq® 500/550 High Output Kit v2 (75 cycles) | | |
| FC-404-2002 | NextSeq® 500/550 High Output Kit v2 (150 cycles) | | |
| FC-404-2004 | NextSeq® 500/550 High Output Kit v2 (300 cycles) | | |
| 20024904 | NextSeq 500/550 Mid Output Kit v2.5 (150 Cycles) | | |
| 20024905 | NextSeq 500/550 Mid Output Kit v2.5 (300 Cycles) | | |
| 20024906 | NextSeq 500/550 High Output Kit v2.5 (75 Cycles) | | |
| 20024907 | NextSeq 500/550 High Output Kit v2.5 (150 Cycles) | | |
| 20024908 | NextSeq 500/550 High Output Kit v2.5 (300 Cycles) | | |
| PE-402-4002 | HiSeq® Rapid PE Cluster Kit v2 | | |
| GD-402 -4002 | HiSeq® Rapid SR Cluster Kit v2 | | |
| FC-402-4023 | HiSeq® Rapid SBS Kit v2 (500 cycles) | | |

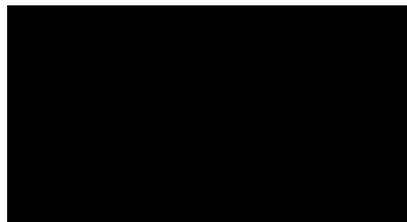
PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

| | | |
|---------------|---|--|
| FC-402-4022 | HiSeq® Rapid SBS Kit v2 (SO cycles) | |
| FC-402-4021 | HiSeq® Rapid SBS Kit v2 (200 cycles) | |
| PE-401- 4001 | HiSeq® PE Cluster Kit v4 - cBot™ | |
| PE- 401- 3001 | TruSeq® PE Cluster Kit v3 - cBot™ - HS | |
| GD-401-4001 | HiSeq® SR Cluster Kit v4- cBot™ | |
| GD-401-3001 | Tru Seq® SR Cluster Kit v3 - cBot™ - HS | |
| FC-401-4003 | HiSeq® SBS Kit v4 (250 Cycle) | |
| FC-401-4002 | HiSeq® SBS Kit v4 (SO Cycle) | |
| FC-401-3002 | TruSeq SBS KIT v3 - HS (SO CYCLES) | |
| FC-401-3001 | TruSeq SBS KIT v3 - HS (200 CYCLES) | |
| CT-403-2001 | HiSeq Rapid Duo cBot Sample Loading Kit | |
| GD-403-4001 | HiSeq® M ulti - Pri mer Rehybridization Kit v4 | |
| GD-304-2001 | TruSeq v2 cBot Multi-Prim er Re-Hybridization Kit | |
| PE-4 10-1001 | HiSeq® 3000/4000 PE Cluster Kit | |
| FC-410-1003 | HiSeq® 3000/4000 SBS Kit (300cycles) | |
| FC-410-1002 | Hi Seq® 3000/4000 SBS Kit (150cycles) | |
| FC-410-1001 | HiSeq® 3000/4000 SBS Kit (SO cycles) | |
| 20012865 | NovaSeq 6000 SI Reagent Kit (100 cycles) | |
| 20012864 | NovaSeq 6000 SI Reagent Kit (200 cycles) | |
| 20012863 | NovaSeq 6000 SI Reagent Kit (300 cycles) | |
| 20012862 | NovaSeq 6000 S2 Reagent Kit (100 cycles) | |
| 20012861 | NovaSeq 6000 S2 Reagent Kit (200 cycles) | |
| 20012860 | NovaSeq 6000 S2 Reagent Kit (300 cycles) | |
| 20012866 | NovaSeq 6000 S4 Reagent Kit (300 cycles) | |

Signature:



Signature:



For and on behalf of the Authority

For and on behalf of the Supplier

Name:



Name:



Job Title:



Job Title:



Date: 27th September 2019

Date: 25 September 2019